U.S. Department of Justice Washington, DC 20530

Exhibit B

To Registration Statement

OMB No. 1105-0007

Approval Expires Oct. 31, 1983

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

H. William Tanaka d/b/a Tanaka Ritger & Middleton Name of Foreign Principal
Electronic Industries Association
of Japan

Check Appropriate Boxes:

- 1.XX The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2. [1] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3.

 The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To render public relations counseling services

	-2-			
Describe fully the activities the registrant engages in c	or proposes to enga	ge in on beha	if of the above for	eign principal.
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See Statement No.	4			
				•
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Vill the activities on behalf of the above foreign princ				4/ > 6.4 .
yes, describe all such political activities indicating, ar together with the means to be employed to achieve th	mong other things, his purpose.	the relations,	interests or polic	ies to be influe
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Date of Exhibit B	Name and Title		/ Signat	ure

1 Political activity as defined in Section 1(o) of the Act means the dissemination of political propagands and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade or in any other way influence any agency or official of the Government of the United States or any acction of the public within the United States with reference to formulating, adopting, or changing the estic or foreign policies of the United States or with reference to the political or public interests, policies, or relative to the political party.

H. William Tanaka

Attorney

May 8, 1989

LAW OFFICES

TANAKA RITGER & MIDDLETON

1919 PENNSYLVANIA AVENUE, N. W.

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INDUSTRIAL ECONOMIST JAMES C. DAVENPORT.

POLICY ANALYST IAN CHRISTOPHER GRAIG, Ph.D. LEGISLATIVE TRADE ANALYST

KATHLEEN H. HATFIELD. MICHAEL J. BROWN, CPA

. NOT A MEMBER OF ANY BAR

AGREEMENT BETWEEN

ALSO MEMBER OF MASSACHUSETTS BAR TALSO MEMBER OF VIRGINIA BAR

DONALD L. E. RITGER

1976-1987

H. WILLIAM TANAKA 1 B. JENKINS MIDDLETON .

PATRICK F. O'LEARY

MICHELE N. TANAKA ALICE L. MATTICE

MICHAEL J. BROWN

JOHN J. KENKEL

ELECTRONIC INDUSTRIES ASSOCIATION OF JAPAN OALSO MEMBER OF NEW YORK BAR THEMBER OF INDIANA & ILLINOIS BARS

H. WILLIAM TANAKA

This is an agreement entered into between the Electonic Industries Association of Japan (hereinafter referred to as "EIA-J") of Tokyo, Japan and H. William Tanaka (hereinafter referred to as "Counsel") of Washington, D.C., wherein Counsel agrees to perform the following services.

WHEREAS, EIA-J desires public relations counseling services,

Counsel will prepare and furnish such public relations counseling services as follows:

Counsel will undertake monitoring of and reporting on developments in Washington, and prepare and furnish two reports addressing the realities underlying the perception gap between the U.S. and Japan.

Counsel will also undertake to assist and/or work jointly with public relations counsel in the developments and implementation of public relations programs.

Association agrees to pay Counsel an annual retainer fee of \$30,000.00 (Thirty Thousand Dollars) to be remitted within a reasonable time after execution of this agreement.

In addition, the EIA-J agrees that it will reimburse Counsel for all out-of-pocket expenses incurred by Counsel, including travel, faxes, telephone, duplicating and other necessary expenses hereunder.

In addition, the EIA-J agrees to pay Counsel \$1,500.00 (One Thousand Five Hundred Dollars) per each day of travel of Washington, D.C., including travel time, for services rendered by Counsel, at the specific request of the EIA-J. 芝

This agreement shall become effective April 1, 1989 through March 31, 1990. Thereafter, it shall be subject to reflewal annually, unless terminated, in writing, by either party thirty (30) days prior to the termination of this agreement. 8

AND

IN WITNESS WHEREOF, the parties have hereunto signed, sealed and delivered this agreement on the date written below.

ELECTRONIC INDUSTRIES ASSOCIATION OF JAPAN

By: Duly Authorized Officer

Date: April 27, 1989

H. WILLIAM TANAKA

Counselor at Law

Date: